REMARKS

Claims 22-39 are pending in the present application. In the Office Action mailed September 6, 2007, the Examiner rejected claims 33-37 under 35 U.S.C. §101 because they purport to claiming computer signals, which do not belong to any of the four enumerated statutory classes of invention. The Examiner next rejected claims 22, 24-31, 33, and 36-39 under 35 U.S.C. §102(e) as being anticipated by Kennedy et al. (USP 6,963,847) (hereinafter Kennedy). Claims 23, 32, 34, and 35 are rejected under 35 U.S.C. §103(a) as being unpatentable over Kennedy et al. as applied to claims 22, 24-31, 33, and 36-39, in view of Davis, Robert D et al.; "Detecting Process Shifts with X-Bar Charts," First Quarter 1993, Production and Inventory Management Journal, 34, 1, ABI/INFORM Global, p.25-31 (hereinafter "Davis").

Claim Objections:

The Examine objected to claim 33 because of an informality. In particular, the Examiner stated that "each order," as used in the claim, lacked antecedent basis. Per the Examiners suggestion, Applicant has amend claim 33 so it reads, in part, "each order <u>scheduled for production</u>[.]" Accordingly, Applicant requests withdrawal of the objection to claim 33.

Claim Rejections – 35 U.S.C. §101.

Applicant has amended claims 33-37 to call for a computer readable storage medium. In light of such amendments, Applicant respectfully believes that amended claims 33-37 belong to a statutory invention class and requests withdrawal of the §101 rejection directed to such claims.

Claim Rejections – 35 U.S.C. §102(e)

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987); MPEP §2131. Further, in the alleged anticipatory reference "[t]he elements must be arranged as required by the claim..." MPEP §2131.

The Examiner rejected claim 22 under §102(e) as being anticipated by Kennedy. Applicant disagrees. Kennedy fails to teach, disclose, or suggest several limitations called for in claim 22.

To begin, Kennedy does not teach, disclose, or suggest automatically querying a database for production data for each <u>order scheduled for production</u> that includes a product category of each order, a promised shipping date for each order, a requested shipping date for each order, and

an expected sales revenue for each order, by a seller in real-time as called for in claim 22. In support of the rejection of this element of claim 22, the Examiner cites the Kennedy Abstract. *Office Action,* 09/06/2007, pg. 4. Kennedy, however, is neither directed to, nor does it teach, disclose, or suggest any production data pertaining to "orders scheduled for production." To the contrary, Kennedy is directed to "generat[ing] a quotation (36) that includes product availability information for all desired products, according to the component quotations (34), and communicates the quotation (36) to the client (12)." *Kennedy,* ABSTRACT (emphasis added). A quote may include price and potential shipping dates. *Kennedy,* col. 17, lns. 33-44. However, the act of communicating a quotation neither means or implies that a commodity, service, or security has been ordered nor that it was ordered and scheduled for production. That which is disclosed and taught in Kennedy takes place prior to placement of an order and prior to scheduling an order for production. As explained above, however, claim 22 is in part, directed to "orders scheduled for production." In other words, a order has been made and scheduled for production, thus moving beyond the quotation stage in a supply chain.

Next, Kennedy does not teach, disclose, or suggest automatically comparing the promised shipping date and the projected shipping date for each order. As explained above, Kennedy is directed to quotation generation – not "orders." In addition, however, Kennedy does not teach, disclose, or suggest automatically comparing the promised shipping date and the projected shipping date as called for in claim 22. In an attempt to support the rejection, the Examiner has directed Applicant to Kennedy, col. 18, lns. 24-31. *Office Action*, 09/06/2007, pg. 4. Such citation, however, does not teach, disclose, or suggest the above-mentioned limitation. In part, the citation states the "LFM 22 may need to distinguish between quotation and promise workflows since the initial quotation request to the ATP server 14 may be only an inquiry that does not consume any allocated product or available material or capacity." *Kennedy,* col. 18, lns. 24-27. First, there is no mention here or any where else in the citation that is directed to "comparing" any elements. Second, the citation itself speaks to distinguishing between quotations and promised workflows. Kennedy states that the reason for such distinction is that the quotation "may be only an inquiry that does not consume any allocated product or available material or capacity." *Id.* That is, the quotation may or may not result in an order. Again, Kennedy is directed to a portion of the supply chain that ends at quotations prior to order placement or scheduling. Accordingly, Kennedy fails to teach or suggest automatically comparing the promised shipping date and the projected shipping date for each order.

In addition, Kennedy does not teach, disclose, or suggest automatically displaying generated proactive alerts, the number of orders for each product category, the expected revenue

for each order and the shipment quality metric in a tabular format on a user viewable medium as called for in claim 22. The Examiner directed Applicant to reference 36 in Kennedy Fig. 2 and to col. 5, lines [24]-26 for showing that Kennedy displays these four items in a tabular format. However, Kennedy reference 36 and col. 5, lines 24-26 merely refer to generating a unified quotation which is sent to a client. *Kennedy*, col. 10, lns. 25-26. Nowhere does Kennedy teach or even disclose the display of generated proactive alerts, the number of orders for each product category, the expected revenue for each order, and the shipment quality metric in a tabular format. A mere unified quotation does not teach or suggest displaying anything in a tabular format.

Accordingly, that which is called for in claim 22 is not taught, disclosed, or suggested in the art of record. Therefore, Applicant respectfully requests withdrawal of the §102(e) rejection directed to claim 22.

The Examiner rejected claim 26 under §102(e) as being anticipated by Kennedy. Applicant respectfully disagrees. Kennedy fails to teach, disclose, or suggest and every element called for in claim 26.

Kennedy does not teach, disclose, or suggest the querying of a database for production data for each order scheduled for production that includes a product category of each order, a promised shipping date for each order, a requested shipping date for each order, and a revenue for each order, by a seller in real-time. As explained above, Kennedy is directed to quotations, not to orders scheduled for production.

Kennedy also fails to teach, disclose, or suggest the creation of a sum of orders for all orders in a determined period of time. The Examiner's citation, *Kennedy,* col. 17, lns. 30-44, used to support the rejection does not teach, disclose, or suggest "a determined period of time" as set forth in the above quoted limitation. The citation merely shows a multi-dimensional quote. *See Kennedy,* col. 17, ln. 31. This is not the same as "a sum of orders for all orders in a determined period of time." Further, there is no mention of a "determined period of time."

For similar reasons, Kennedy fails to teach, disclose, or suggest the creation of the "sum of revenue for the sum of orders." In an attempt to support the rejection, the Examiner directed Applicant to *Kennedy*, col. 3, lns. 33-40. The citation states the following:

> Moreover, the system architecture of the present invention contemplates that different environments would need to vary where certain computations occur in order to optimize performance as appropriate for the particular application. For example, some applications may need a system with extremely high throughput but can tolerate longer latencies, whereas others may require extremely short latencies but can tolerate less throughput. On the other side, some applications may need to

> support a huge number of products, while others may need to
> support huge networks of suppliers for each product….

Kennedy, col. 3, lns. 32-42. Applicant fails to see the relevance of the above quotation with regard to the limitation. There is no mention of "sum" or "revenue" anywhere in the above citation. As such, Kennedy fails to teach, disclose, or suggest the creation of the sum of revenue for the sum of orders.

Kennedy also fails to teach, disclose, or suggest the display of the sum of products in production, the sum of products in production for each product category, the sum of revenue, the proactive alert for each order, and the shipment quality metric in a tabular format on a user viewable medium. Again, Kennedy is directed to quotations, not "orders." Also as explained above, a unified multi-dimensional quotation in and of itself does not teach or suggest displaying anything in a tabular format.

For at least the aforementioned reasons, Kennedy fails to teach, disclose, or suggest that which is called for in claim 26. Accordingly, applicant requests withdrawal of the §102(e) rejection to claim 26.

The Examiner rejected claim 33 under §102(e) as being anticipated by Kennedy. Applicant respectfully disagrees.

Kennedy fails to teach, disclose, or suggest the calculation of a difference between the promised shipping date and the requested shipping date for each order. The Examiner's citations of col. 12, line 44 and col. 17, lines 15-44 merely show request loan-id, attributes and quotes containing price and dates. However, the citation does not teach, suggest, or disclose the calculation of "a difference between the promised shipping date and the requested shipping date for each order" as called for in claim 33. The dates shown in the citations are product availability dates used in a "quote." *See Kennedy*, col. 17, lns. 4-44. The dates are not "promised" shipping dates or even the "requested" shipping date. Further, the citation makes no reference to making a calculation of difference between any dates. *See Kennedy*, col. 17, lns. 15-44.

Kennedy also fails to teach, disclose, or suggest the calculation of a total revenue for the orders in production for each product category as called for in claim 33. The Examiner cited *Kennedy*, col. 17, lns. 4-44 for teaching such. The calculations shown in the citation, however, show price "quotations" – not a total revenue for the <u>orders in production</u> for each category. That is, the prices shown in the Kennedy citation are neither for "orders" nor "orders in production." Also, none of the prices show a total revenue for the orders in production.

In further regard to claim 33, Kennedy fails to teach, disclose, or suggest the display, in a table, of the total revenue and a proactive alert for each difference if the promised shipping date is

later than the requested shipping date. As explained above, a unified multi-dimensional quotation in and of itself does not teach or suggest displaying anything in a tabular format.

Accordingly, Kennedy fails to teach, disclose, or suggest that which is called for in claim 33. Therefore, Applicant respectfully requests withdrawal of the claim 33 §102(e) rejection.

Claim Rejections – 35 U.S.C. §103(a)

The Examiner rejected claims 23, 32 and 34-35 under §103(a) as being unpatentable over Kennedy in view of Davis. Applicant respectfully disagrees with the Examiner with respect to the art as applied, but in light of claims 23, 32 and 34-35 depending from what is believed otherwise allowable claims, Applicant does not believe additional remarks are necessary and, therefore, requests allowance of claims 23, 32 and 34-35 at least pursuant to the chain of dependency.

Conclusion:

Therefore, in light of at least the foregoing, Applicant respectfully believes that the present application is in condition for allowance. As a result, Applicant respectfully requests timely issuance of a Notice of Allowance for claims 22-39.

Applicant appreciates the Examiner's consideration of these Amendments and Remarks and cordially invites the Examiner to call the undersigned, should the Examiner consider any matters unresolved.

Respectfully submitted,

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General Authorization and Extension of Time

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 07-0845. Should no proper payment be enclosed herewith, as by credit card authorization being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 07-0845. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extensions under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 07-0845. Please consider this a general authorization to charge any fee that is due in this case, if not otherwise timely paid, to Deposit Account No. 07-0845.

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